



SO ORDERED.

SIGNED this 16 day of April, 2019.



James P. Smith
Chief United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:

JOSEPH SIDNEY DUMAS,

Case No. 16-50095

Debtor.

Chapter 7

**ORDER AUTHORIZING COMPROMISE AND SETTLEMENT AGREEMENT
PURSUANT TO BANKRUPTCY RULE 7041**

Before the Court is the *Motion Pursuant to Bankruptcy Rule 7041 to Approve Settlement* (Dkt. 336) (the “**Motion**”) filed by the Debtor. In the Motion, the Debtor and NCP Miami, LLC seek an order approving that certain *Settlement Agreement* (the “**Settlement Agreement**”)¹, a proposed copy of which is attached on **Exhibit A** of the Motion and incorporated herein by this express reference. After proper notice and opportunity for a hearing, the Court has (i) reviewed the Motion and all pleadings and documents filed in connection with the Motion, including the Settlement Agreement and (ii) considered the entire record in the Bankruptcy Case and the related Adversary Proceeding. There being no objections to the Motion by the April 11, 2019 deadline, the

¹ Capitalized terms not defined herein shall have the meanings set forth in the Settlement Agreement.

Chapter 7 Trustee having consented to the proposed compromise (Dkt. 339), and it appearing to the Court that the proposed Settlement Agreement is fair and reasonable and in the best interests of Debtor's estate, creditors, and all parties-in-interest, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to 11 U.S.C. §§ 105 and Bankruptcy Rule 7041, as follows:

1. The Motion is GRANTED. The form of the Settlement Agreement is APPROVED and its terms are hereby incorporated as substantive provisions of this Order and as an order of this Court, and are binding on all of the parties thereto.

2. Debtor is authorized to execute and deliver the Settlement Agreement and to implement and fully perform thereunder and hereunder.

3. Until such time as all undertakings and obligations of the parties under the Settlement Agreement are fully performed and complete, this Court shall have and retain jurisdiction to the maximum extent legally permissible to hear and determine any dispute between or among the parties arising out of or related to the Settlement Agreement; to construe and to take any other action to enforce the Settlement Agreement; and to issue such orders as may be necessary for the implementation, execution, performance, and consummation of the Settlement Agreement, and all matters referred to herein.

END OF ORDER

Order Prepared By:

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